

**APPLICATION OF  
ACCESS POINT, INC.**

**EXHIBIT V**

Proposed Tariff

**ACCESS POINT, INC.**  
Jason Brown, General Counsel  
1100 Crescent Green, Suite 109  
Cary, NC 27511

Ill.C.C. Tariff No. 3  
Original Page 1

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**TITLE PAGE**

**ACCESS POINT, INC.**

**COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES**

This tariff, filed with the Illinois Commerce Commission contains the rates, terms and conditions applicable to the Resale of Competitive Local Telecommunications Services provided by Access Point, Inc. in the State of Illinois.

This tariff is available for public inspection during normal business hours at the main office of Access Point, Inc., located at 1100 Crescent Green, Suite 109, Cary, North Carolina 27511.

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### CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	24	Original	*		
2	Original	*	25	Original	*		
3	Original	*	26	Original	*		
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\* - indicates those pages included with this filing

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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text without change in rate or regulation.

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#### TARIFF FORMAT

- (A) **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, when a new page is added between pages already in effect, a decimal is added. For example, a new page added between sheets 14 and 15 would be 14.1.
- (B) **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Consult the Check Sheet for the page currently in effect.
- (C) **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a)
  - 2.1.1(A)(1)(a)(1)
- (D) **Check Sheet** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.)

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### **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of the resale of competitive local telecommunications services by Access Point, Inc. within the State of Illinois.

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's location to a Access Point switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Calling Card** - A billing mechanism by which the charges for a call may be billed to a valid Company-issued or Incumbent Local Exchange Carrier-issued account.

**Commission** - Illinois Commerce Commission.

**Company or Carrier** - Access Point, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.



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#### **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Holidays** - Holidays observed by the Company as specified in this tariff.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company

**Person-to-Person** - A class of call in which the calling party specifies an individual, station number, department, or an agreed alternate with whom to speak at the called number.

**Premises** - A building or buildings on contiguous property.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

**Special Construction** - Service configurations specifically designed and constructed at a Customer's request.

**Station-to-Station** - A class of call in which the calling party places the call to any individual or station at the called party location. All toll calls which are not placed on a Person-to-Person basis are station-to-station.

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## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of Access Point, Inc.

- 2.1.1 The Company's services are furnished for intrastate telecommunications originating and terminating within the state of Illinois under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Illinois through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2** Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4** In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations, (Cont'd.)**

- 2.2.5** Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6** The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7** The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law.

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## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.3 Liabilities of Company

- 2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liabilities of Company, (Cont'd.)**

**2.3.6** The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.

**2.3.7** The Company shall be indemnified and held harmless by the Customer against the following:

- (A) Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.4 Taxes and Surcharges

2.4.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.4.2 Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

### 2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### 2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.7 Payment for Service**

- 2.7.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2** Monthly invoices sent to the Customer are due upon receipt and are considered delinquent thirty (30) days after the bill is rendered and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5 % per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- 2.7.3** In no case shall service be actually disconnected until five days after written notice has been given to the Customer.
- 2.7.4** Returned Check Fee - A \$25.00 processing fee will be charged if a check for payment of an invoice is dishonored for any reason. This charge applies each time a check is returned to Access Point, Inc. by a bank for insufficient funds.



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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Deposits and Advance Payments**

- 2.8.1** The Company does not normally require a deposit or advance payment from Customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company.
- 2.8.2** In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the Commission shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Cancellation by Customer**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Access Point may cancel service by providing thirty (30) days written notice to Access Point. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.10 Interconnection**

Service furnished by Access Point may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Access Point's service.

### **2.11 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

**2.11.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

**2.11.2** For the use of telephone service for any other property or purpose other than that described in the application.

**2.11.3** For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.

**2.11.4** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.

**2.11.5** For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.

**2.11.6** In the event of tampering with the equipment furnished and owned by the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Refusal or Discontinuance by Company, (Cont'd.)**

- 2.11.7** In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.
- 2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service without notice to the Customer if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. The Company shall within twenty four (24) hours after such termination send written notification to the Customer of the reasons for such termination. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9** For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- 2.11.10** For Customer's breach of the contract for service between the Company and the Customer.
- 2.11.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.11.12** The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.11 Refusal or Discontinuance by Company, (Cont'd.)**

**2.11.13** The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- (A) Abandonment of service.
- (B) Impersonation of another with fraudulent intent.
- (C) Nonpayment of any sum due the Company.
- (D) Abuse or fraudulent use of service.

### **2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

### **2.13 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.14 Interruption of Service**

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

### **2.15 Terms and Conditions**

**2.15.1** Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.

**2.15.2** Customers may be required to enter into written service agreements which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.

**2.15.3** At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

**2.15.4** In any action between the parties to enforce any provision of this tariff or an applicable contract, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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## SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

### 2.17 Special Construction And Special Arrangements

**2.17.1** Special Construction - Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:

- (A) Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
- (B) Of a type other than that which the Company would normally utilize in the furnishing of its services,
- (C) Over a route other than that which the Company would normally utilize in the furnishing of its services,
- (D) In a quantity greater than that which the Company would normally construct,
- (E) On an expedited basis,
- (F) On a temporary basis until permanent facilities are available,
- (G) Involving abnormal costs, or
- (H) In advance of its normal construction.



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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Special Construction And Special Arrangements, (cont'd.)**

**2.17.2** Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

**2.17.3** Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- (A) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- (B) Annual charges including the following: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Special Construction And Special Arrangements, (Cont'd.)**

**2.17.4 Termination Liability** - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

(A) The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.

(B) The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

**2.17.5 Maintenance Charge** - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

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## **SECTION 3.0 - SERVICE OFFERINGS**

### **3.1 Calculation of Distance**

For mileage sensitive services, the distance between originating and terminating points of a private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or Access Point access point(s) associated with the facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Access Point network.

For non-switched private line services, mileage measurements are based on the distance in airline miles between Access Point's access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in section 3.1.1.

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### SECTION 3.0 - SERVICE OFFERINGS, (CONT'D.)

#### 3.1 Calculation of Distance, (Cont'd.)

##### 3.1.1 Calculation Method

The following steps describe the procedure for calculating mileage distances:

- Step 1 Obtain the "V" and "H" coordinates for the Company access points serving the originating and terminating locations.
- Step 2 Obtain the difference between the "V" coordinates. Obtain the Difference between the "H" coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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Effective:

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## **SECTION 4.0 - PROMOTIONS AND OPTIONAL CALLING PLANS**

### **4.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and will comply with all applicable Commission regulations.